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14 Attorneys for Defendants and Counterclaimants
15 CLEER GEAR, LLC and PETER TSOU dba CLEER
GEAR and Counterclaimant PETER TSOU

17 UNITED STATES DISTRICT COURT
18 NORTHERN DISTRICT OF CALIFORNIA
19 SAN FRANCISCO DIVISION

21 PEERLESS INSURANCE COMPANY,

Case No. C 14-00135 MMC

22 Plaintiff,

**JOINT STIPULATION AND [PROPOSED]
ORDER FOR CONTINUANCE OF
MEDIATION DEADLINE**

23 v.

24 CLEER GEAR, LLC and PETER TSOU dba
CLEER GEAR

25 Defendants.

1 CLEER GEAR, LLC, and PETER TSOU
2 INDIVIDUALLY and dba CLEER GEAR,
3

4 Counterclaimants,
5

6 v.
7

8 PEERLESS INSURANCE COMPANY,
9 GOLDEN EAGLE INSURANCE, LIBERTY
10 MUTUAL GROUP, IRENE HERMAN, and
11 IRENE HERMAN INSURANCE SERVICES
12

13 Counterdefendants.
14

15 WHEREAS, on May 2, 2014, the Court ordered the parties to this stipulation – Plaintiff
16 and Counterdefendant Peerless Insurance Company (“Peerless”) and Defendants and
17 Counterclaimants Cleer Gear, LLC and Peter Tsou dba Cleer Gear and Counterclaimant Peter
18 Tsou, individually (collectively, “Cleer Gear”) to complete mediation within 90 days – i.e., by
19 July 31, 2014. (ECF No. 23.)

20 WHEREAS, Peerless and Cleer Gear scheduled a mediation for July 15, 2014.

21 WHEREAS, Defendant and Counterclaimant Peter Tsou has propounded written
22 discovery on Peerless, responses to which – via extension – are not due until August 4, 2014.

23 WHEREAS, Counterclaimants have not effectuated service on any Counterdefendant
24 other than Peerless.

25 WHEREAS, Peerless believes mediation would be more fruitful with the participation of
26 all Counterdefendants, and believes that the not-yet-served Counterdefendants will need an
27 adequate amount of time to prepare for such a mediation.

28 WHEREAS, Cleer Gear believes mediation would be more productive if Peerless’
discovery responses are served prior to the mediation.

29 WHEREAS, Peerless and Cleer Gear now agree to continue the mediation deadline until
30 August 28, 2014.

31 WHEREAS, Peerless and Clear Gear have arranged with the mediator for a new
32 mediation date of August 28, 2014.

WHEREAS, the parties are only seeking a continuance of the mediation deadline identified herein, and the requested order continuing the mediation deadline would not require the continuance of any other deadlines.

WHEREAS, by entering into this stipulation, Peerless and Cleer Gear do not waive any claims or defenses.

STIPULATION

NOW THEREFORE, it is agreed and stipulated that:

The mediation deadline is extended from July 31, 2014 to August 28, 2014.

IT IS SO AGREED AND STIPULATED.

DATED: July 31, 2014

SEDGWICK LLP

By: /s/ James J.S. Holmes

James J.S. Holmes

Benjamin E. Shiftan

Attorneys for Plaintiff and Counterdefendant
PEERLESS INSURANCE COMPANY

DATED: July 31, 2014

MANNION & LOWE

By: /s/ Demián I. Oksenendler

Demián I. Oksenendler

Attorneys for Defendants and Counterclaimants

CLEER GEAR, LLC and PETER TSOU dba CLEER GEAR and Counterclaimant PETER TSOU

Filer's Attestation: Pursuant to Civil Local Rule 5-1(i)(3) regarding signatures, James J.S. Holmes hereby attests that concurrence in the filing of this document has been obtained.

PURSUANT TO STIPULATION, IT IS ORDERED that:

The mediation deadline is extended from July 31, 2014 to August 28, 2014.

DATED: August 1, 2014

Majine M. Cherry
United States District Court Judge